

**LETTER OPINION
2001-L-45**

October 22, 2001

Dr. Kermit Lidstrom
Chairman
Education Factfinding Commission
630 Remington Avenue
Bismarck, ND 58503-1041

Dear Dr. Lidstrom:

Thank you for your letter asking whether both a school board and the representative organization with which it is negotiating must agree that an impasse exists in order for the Education Factfinding Commission to provide assistance.

The 2001 Legislative Assembly enacted N.D.C.C. §§ 15.1-16-14 and 15.1-16-15 to replace former N.D.C.C. § 15-38.1-13. With respect to the existence of an impasse, N.D.C.C. § 15.1-16-14 provides as follows:

1. An impasse exists if:
 - a. After a reasonable period of negotiation, an agreement has not been formulated and a dispute exists.
 - b. The board of a school district and the representative organization both agree that an impasse exists.
2. An impasse may exist if:
 - a. A written contract entered into between the board of a school district and the representative organization under section 15.1-16-13 does not contain a procedure for resolving a dispute.
 - b. A written agreement entered into between the board of a school district and the representative organization under section 15.1-16-13 contains an inadequate procedure for resolving a dispute.

“Words and phrases must be construed according to the context and the rules of grammar and the approved usage of the language.” N.D.C.C. § 1-02-03. Each subdivision within the two subsections of N.D.C.C. § 15.1-16-14 is separated by a period. A period is a punctuation mark “indicating a full stop, placed at the end of declarative sentences and other statements thought to be complete” The American Heritage Dictionary 922 (2d coll. ed. 1991). A period is distinguished from a semicolon, which is described as a mark of punctuation “indicating a degree of separation intermediate in value between the comma and the period.” The American Heritage Dictionary 1,114 (2d coll. ed. 1991).

Thus, the use of a period to separate the subdivisions within the subsections of N.D.C.C. § 15.1-16-14 indicates that each subdivision is a complete and independent thought not dependent on others within the section.

In addition to punctuation and other rules of grammar, when statutes cover the same subject matter, courts will make every effort to harmonize and give meaningful effect to each statute without rendering one or the other largely useless. Richter v. Houser, 598 N.W.2d 193, 197 (N.D. 1999). Section 15.1-16-15, N.D.C.C., is related to section 15.1-16-14 in that it covers the resolution of impasse by the Education Factfinding Commission. Subsection 1 of N.D.C.C. § 15.1-16-15 provides for mediation if the school district and the representative organization want to use it. However, if mediation fails or if mediation is not attempted, “the board or representative organization may request that the education factfinding commission provide assistance.” N.D.C.C. § 15.1-16-15 (emphasis added). This provision specifically authorizes either the school board or the representative organization to request assistance from the Education Factfinding Commission.

Interpreting N.D.C.C. §§ 15.1-16-14 and 15.1-16-15 together and harmonizing their provisions to give meaningful effect to both, it is my opinion that each of the four criteria for determining whether an impasse exists contained in N.D.C.C. § 15.1-16-14 may be employed independently of the remainder of the criteria listed and that if mediation fails or if mediation is not attempted, then either the school board or the representative organization may request the Education Factfinding Commission to provide assistance. Under N.D.C.C. § 15.1-16-15(2), if the Education Factfinding Commission is asked to provide assistance, then it also must determine that an impasse exists prior to providing that assistance.

Sincerely,

Wayne Stenehjem
Attorney General